

**Memorandum of Understanding (MOU)**  
**Between**  
**The National Institute for Occupational Safety and Health (NIOSH)**  
**Centers for Disease Control and Prevention (CDC)**  
**And**  
**The Association of Occupational Health Professionals in Healthcare (AOHP)**

The National Institute of Occupational Safety and Health (NIOSH) of the Centers for Disease Control and Prevention (CDC) and the Association of Occupational Health Professionals in Healthcare (AOHP) recognize the benefits of a collaborative partnership to improve workplace safety and health in the healthcare setting. For the purpose of this agreement a healthcare setting includes acute care, long term care, inpatient and outpatient settings including physician offices.

NIOSH and AOHP hereby agree to work collaboratively through the partnership now and in the future to promote best practices associated with workplace safety and health issues in the healthcare setting. This will be accomplished by:

- Developing and disseminating information on healthcare worker health and safety at appropriate conferences and through print and electronic media, including the NIOSH and AOHP websites;
- Participation at conferences, meetings and other key events where occupational safety and health issues are addressed;
- Advancing the effectiveness of occupational health and safety research; and promoting and facilitating the transfer of research results to practice;
- Explore working with the NIOSH Education and Research Centers as a resource for training and research;
- Participation in appropriate committees of both NIOSH and AOHP.

Each party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or agents or employees under this Agreement, and for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its agents or its own employees, while conducting activities under and pursuant to this Agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act, [28 U.S.C. 2671-80 (1976)].

In general each party is expected to bear the costs of its participation in this project. Nothing in this Agreement shall obligate NIOSH, the Department, or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress.

Intellectual property and publication rights will be negotiated as appropriate for the individual publications as they are developed.


All information submitted for publication or other public releases of information by AOHP regarding this project shall carry the following disclaimer:

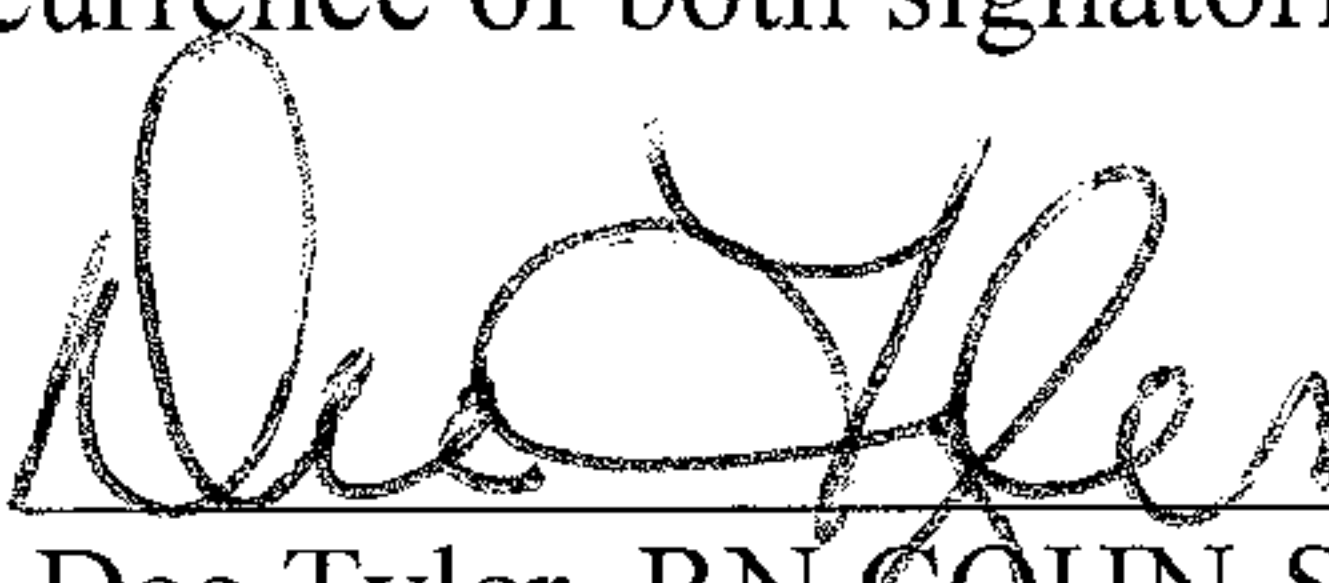
The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

AOHP must obtain prior Government approval for any public information releases concerning this Agreement which refer to NIOSH or one of its employees (by name or title). The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

Primary agency contacts will be MaryAnn Gruden (412-578-6792) of AOHP and John Decker (404-498-2582) of NIOSH.

NIOSH and AOHP will meet periodically to share information, reassess and modify partnership activities, and evaluate partnership results. Unless otherwise extended, the MOU will continue five years from the effective date. Either signatory may terminate the MOU for any reason at any time provided 30 days written notice is given. This MOU may be modified at any time with the concurrence of both signatories.

  
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John Howard, MD      Date 12/13/11  
Director  
National Institute for  
Occupational Safety and Health

  
\_\_\_\_\_  
Dee Tyler, RN COHN-S FAAOHN      Date 12/15/11  
Executive President  
Association of Occupational Health  
Professionals in Healthcare